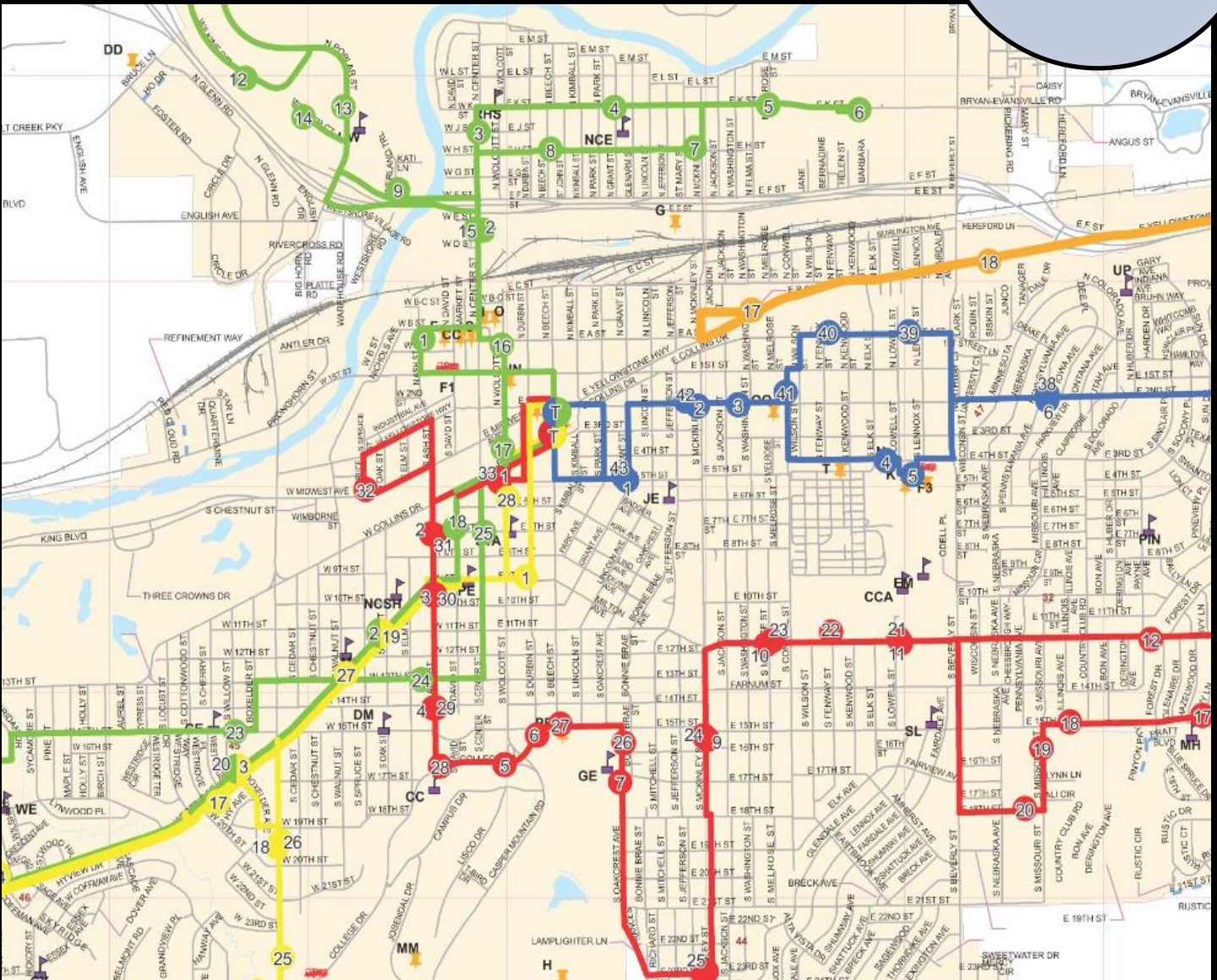




# Request for Proposals

## Transit Schedule Analysis

Project ID:  
MPO 16-05





CASPER AREA

# **METROPOLITAN PLANNING ORGANIZATION**

*Working with the public, elected officials, and professional staff to plan our road, trail, bus, and rail systems.*

Bar Nunn | Casper | Evansville | Mills | Natrona County | WYDOT

## **REQUEST FOR PROPOSALS**

# **Transit Scheduling Analysis**

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Project ID # MPO 16-05

**Solicited by the**  
Casper Area Metropolitan Planning Organization

**February 22, 2016**

Casper Area Metropolitan Planning Organization  
200 North David  
Casper, Wyoming 82601  
(307) 235-8255

The Casper Area Metropolitan Planning Organization (MPO) will receive proposals for a consultant to perform all work associated with the successful completion of a Route and Scheduling Analysis for the local public transportation system, currently operated by the Casper Area Transportation Coalition (CATC).

Proposals must be submitted by providing a response in accordance with the specifications, placed in a sealed envelope bearing the return address of the supplier, and clearly marked "RFP Enclosed: Casper MPO Transit Route and Scheduling Analysis." Proposals should be addressed to **Andrew Nelson, MPO Manager**, 200 North David Street, Casper, Wyoming 82601, Monday through Friday from 8:00 am to 5:00 pm. Proposals will be accepted until 4:00 pm, Friday, March 25, 2016.

This project is being funded by Federal Department of Transportation funds; therefore, applicable Federal regulations will apply. The successful consultant will be required to comply with all applicable Federal, State, and local laws and certify they have read and understand all documents, contract clauses, attachments, and certifications. The Casper MPO encourages Disadvantaged Business Enterprises to submit proposals; however, there is no DBE goal on this contract. The Casper MPO affirms that any proposal received from a DBE will not be discriminated against on the grounds of race, color, or national origin in the consideration of an award. The Casper MPO, through the City of Casper, is an Equal Opportunity Employer.

The most responsive and responsible proposal or proposals will be determined by criteria essential to the MPO. The criteria are not limited to the lowest price. The MPO reserves the right to reject all proposals, reject portions of any proposal, or accept the proposal or proposals deemed most advantageous to the MPO. One supplier may or may not be the successful supplier for any or all items in this RFP. All proposals received are subject to negotiation prior to any contract award.

This RFP is not a commitment to purchase, and any expenditures experienced by a Consultant in preparation and submission of a proposal will not be reimbursed by the MPO; nor does the MPO obligate itself with any action taken or cost incurred by a Consultant in responding to this RFP.

This RFP will be nonexclusive. The MPO reserves the right to purchase any services from other Consultants.

## Proposal Information

1. Participating Consultants must be eligible to do business in the State of Wyoming by registering with the Wyoming Secretary of State.
2. All participating Consultants, by submitting a proposal, agree to comply with all conditions, requirements, and instructions of the RFP as stated or implied herein. Should the Casper MPO omit anything from this proposal package which is necessary for a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the Consultants shall secure instructions from Andrew Nelson, telephone number (307) 235-8255, prior to the time and date of the proposal closing date shown in the RFP.
3. Consultants are expected to examine the specifications and all instructions contained in this RFP package. Failure to do so will be at the Consultant's risk.
4. Late proposals will not be accepted or considered. It is the responsibility of the Consultant to ensure the proposal arrives at the Casper MPO prior to the time indicated on the RFP.
5. A Contract for Professional Services shall be awarded to the most responsible Consultant or Consultants which will be determined by criteria essential to the MPO. The criteria are not limited to the lowest price. The MPO reserves the right to reject all, reject portions of any proposal, or accept the proposal or proposals deemed most advantageous to the MPO. Protests are to be filed according to policies included in the RFP.
6. Important Dates:

February 22, 2016	RFP released
March 11, 2016	Technical Inquiry Deadline - 12:00 PM
April 1, 2016	Proposals due
April 8, 2016	Proposal Compliance Review by MPO staff
April 14, 2016	RFP Review/Selection by Technical committee
April 21, 2016	Finalist Interviews (if necessary)
April 22, 2016	Federal Compliance Review of selected consultant by MPO staff
April 30, 2016	Notification of Award
June 14, 2016	Contract Authorization by Casper City Council
June 17, 2016	Notice to Proceed (approximate)
Late June 2016	Project Kickoff
November 30, 2016	Draft Report due
December 16, 2016	Final Draft due
January 6, 2017	Final Report and GIS data package due

## Submittal Information

The MPO will be using the evaluation criteria set forth in this RFP to make the award of this contract.

Each Consultant shall submit a set of **five (5)** hard copies and **one (1)** electronic copy on a flash drive or CD (including all attachments). The proposal shall remain the property of the Casper MPO. Place the following materials in a sealed envelope:

1. Proposal
2. In a separate, sealed envelope, include the proposed budget for the proposal, including a schedule of payment, hourly rate schedule per employee, and fee schedule.

Addenda, clarifying questions, exceptions, or other issues with this RFP must be submitted **in writing** (either by letter or email) to Andrew Nelson. Official statements regarding these questions will be processed and uploaded to the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)) after two separate cutoff dates. *No questions will be answered following the second deadline.*

The following general framework should be used in the proposals:

1. Introduction: A brief introduction of the individual(s) or firm(s) involved in the proposal and relevant experience with similar projects.
2. Work Plan: A proposed work plan for project tasks and work products. Please include a scope and schedule. The work plan must show how each task outlined in the scope of services is to be accomplished and the format of the work products. The work plan may show additional suggested tasks or work products that would improve this project's ability to fulfill stated objectives. Also include a proposed project management timeline with appropriate milestones and regular status meetings. The MPO supports the Natrona Regional GIS Cooperative (NRGC). As part of the work plan, the successful consultant will discuss their strategy for collecting, managing, and transferring data to the MPO for use with the NRGC. The MPO will provide a central contact person for all data concerns.
3. Personnel: Tasking of personnel, including expertise and qualifications of key team members assigned to the project, should be included. A project manager should also be identified. *Note: the Casper MPO reserves the right to renegotiate or terminate the contract if there is a significant (50%) change in the Consultant's key personnel or any change in the Consultant's Project Manager.*
4. Budget: Include, in a separate, sealed envelope, the budget for the tasks, work products, all time and costs, including any work completed by subcontractors. Include a payment schedule, hourly rate schedule, and fee schedule.



5. Sample Contract: Using Exhibit C: “Sample Contract”, include in a separate, sealed envelope any contractual redlines requested by your firm for the negotiation process. This redlined document must be included with the proposal documents, but will not be evaluated until after Award.
6. Capacity of the respondent: The respondent’s current workload and future project obligations must allow for the timely completion of this project. Do not submit a percentage of time to be spent on this project; a listing of current and obligated future projects will suffice.
7. References: Provide a list of past clients for whom the firm has performed work of a similar nature. For each reference, include a contact name, phone number, email address, mailing address, project name, and project budget. Include a minimum of four references and no more than seven. Please verify that the listed reference is still employed by the agency prior to submitting the reference *or* provide updated contact information. *Note: references that cannot be verified because the contact information is no longer valid may result in the proposal being found unresponsive and rejected.*

### **Evaluation Criteria:**

This procurement will follow a three-step evaluation process. During Step 1, proposals will be evaluated according to the criteria listed below to establish a competitive range. Proposals scoring outside a competitive range (as determined by the Selection Committee) will be eliminated from consideration.

Step 2 consists of an interview process (if determined necessary by the Selection Committee). The Selection Committee will score the Consultants based on their interviews. Scores from Step 1 and Step 2 will be added together to provide a composite Technical Score.

During Step 3, the Selection Committee will open the sealed budgets to determine the Best Value. Best Value is defined as the highest scoring Technical approach with the lowest total cost.

In order to be considered, a proposal must comply with all requested information/data in this Request for Proposals. Proposals will be judged according the standards listed below. All consultants will be promptly notified.

1. Conformance with submission requirements. Proposals not meeting the specifications of this RFP will not be considered. Late submissions will not be considered.

2. Work Plan. This category will evaluate the demonstration of an understanding of stated objectives, the proposed plan to achieve stated objectives, the proposed project timeline, and the use of innovative and extensive public engagement methods (45%).
3. Project Management. Project management strategies to ensure timely completion, coordination with subconsultants (if any), and an evaluation of the consultant team's capacity given other current and obligated project commitments (15%).
4. Include a description of staff's ability to produce GIS and IT deliverables in a format acceptable to the MPO in a timely manner, including an action plan for working with City staff for the transfer of those files (5%).
5. Qualifications, especially relevant experience, but also financial capacity, and staff capabilities (25%).
6. Recommendations from previous employers and previous experience with Consultant (10%).

## Background:

The Casper Area MPO is responsible for maintaining a continuous, comprehensive, and cooperative transportation planning process for the urbanized area. This area is served by Interstate 25, several major highways, an international airport, a public transit system, and a system of roads, bicycle paths, and pedestrian facilities. The estimated population of the Casper Metropolitan Area for 2015 is approximately 72,000.

The City of Casper, which houses the MPO, is the designated recipient of FTA Section 5307 grant money and contracts transit services with the Casper Area Transportation Coalition (CATC), a private non-profit corporation. The most recent operations contract was authorized in 2012 with a potential five year horizon ending in 2017. CATC provides both a fixed route deviation service called The Bus and a paratransit system referred to as “CATC.” The City of Casper has four routes with 114 stops for The Bus. The Towns of Mills and Evansville each have one bus which connect to the City of Casper’s system for a total of six routes. CATC provides the paratransit service throughout the different towns and City, as well as urbanized portions of Natrona County. The total bus fleet uses twenty buses (nine fixed route deviation and eleven demand response).

The fixed route is based on a one hour pulse system. The four Casper routes meet every hour at the half hour at a central transfer point in Downtown Casper. The Mills Route and Evansville Route transfer every hour on the hour at Wal-Mart Supercenters located on the east and west sides of Casper.

The Bus operates all routes Monday through Friday, 6:30 a.m. through 6:30 p.m. Saturday service within the City of Casper operates from 7:30 a.m. to 3:00 p.m. with no service to Mills and Evansville. Transfers and children under the age of five are free. Adults and youth ride for \$1.00, students for \$0.75 and elderly and disabled \$0.50. Route deviation is also available for the general passenger for \$2.00 each way, and \$1.00 each way for the elderly, disabled, and Medicare recipients. Monthly passes are also available for purchase.

	CATC	The Bus	Bus % Chg
2006	65,660	69,374	-
2007	58,261	74,333	6.7%
2008	59,190	103,608	28.3%
2009	57,286	118,935	12.9%
2010	55,797	125,549	5.3%
2011	56,505	133,776	6.1%
2012	56,215	157,711	15.2%
2013	57,602	154,922	-1.8%



<b>2014</b>	53,249	165,734	6.5%
<b>2015</b>	52,723	156,397	-5.9%
<b>2016 (est)</b>	46,698	166,802	6.2%

CATC operates Monday through Friday from 5:00 a.m. to 3:00 p.m. Tickets are \$2.00 for the general public and \$1.00 for students and seniors traveling to the same destination. **Table 1. CATC Ridership, 2006-2015.** The Bus ridership has stagnated between 2012 and 2015, indicating the system is currently operating at capacity. Saturday from 7:30 a.m. to 3:00 p.m., \$5.00 for general public and \$1.00 for students and seniors traveling to the same destination.

CATC has operated as the area's public transportation provider since 1982. In April 2005, the City of Casper entered into a contract with CATC to provide a fixed route service called The Bus. At that time, CATC was responsible only for providing paratransit services. Fiscal Year 2006 was the first full year of operations on the fixed route. Ridership has continued to increase since the inception of the fixed route system while CATC ridership has decreased. However, despite expanding service in 2011, ridership on The Bus has stagnated over the last four years, culminating with a 5.9% decrease in riders during 2015 (see Table 1). At the same time, the Casper Urbanized Area's population increased about 8% between the FY10 and FY15 Population Estimates (see Table 2).

	<b>2010 Census</b>	<b>FY2015 Estimates</b>	<b>Percent Change</b>
<b>Casper</b>	55,316	60,086	7.9%
<b>Mills</b>	3,461	3,690	6.2%
<b>Evansville</b>	2,544	2,831	10.1%
<b>Bar Nunn</b>	2,213	2,735	19.0%
<b>Urban Natrona County*</b>	2,775	2,775	-
<b>Total: Casper MSA</b>	<b>66,309</b>	<b>72,117</b>	<b>8.5%</b>

**Table 2. Population Growth in Natrona County, 2010-2015.**

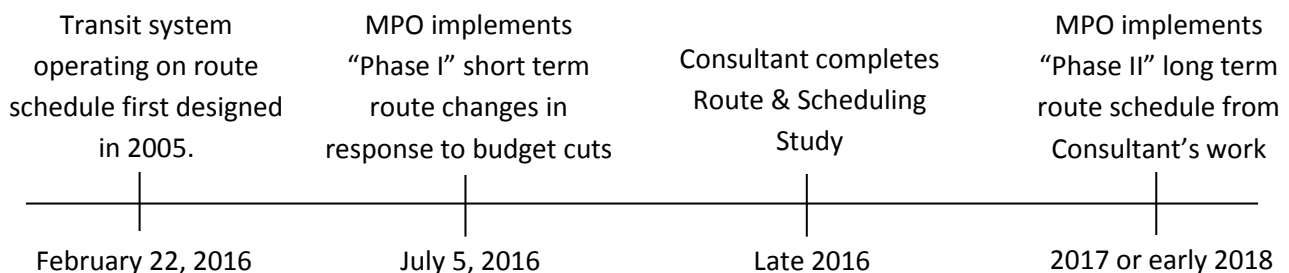
\*Urban Natrona County numbers are not available or are not reliable; therefore, the 2010 base number has been carried forward for illustrative purposes only.

The MPO conducted a Transit Development Plan in 2015 which included many recommendations for the improvement of the fixed route service, including:

- Crosstown Express bus, which would bisect Casper and provide more rapid service to the major destinations in the community.
- Minimize headways
- Maximize connectivity (offer more transfer points)
- Improve stop spacing
- Offer service on the campus of Casper College (currently one route passes south of campus)
- Transition transit services into an independent governmental Transportation Authority
- Implement a marketing program

### **Current Status of Existing Routes:**

Casper is operating on transit routes that have been largely static since their inception in the mid-2000s (except for the addition of Purple and Orange in 2006-2007). Due to a 15% budget reduction request for FY17 from the City of Casper, the MPO created short term modifications to the existing routes effective July 5, 2016 as a “Band Aid” to carry the transit system through the completion of this Route and Scheduling Analysis. Local staff calls this “Phase I Changes”. All Consultants should assume no additional funds are available for the expansion of service and maximizing efficiency with existing resources is fundamental to the future of local transit. The Consultant will be expected to make final route timings (locally called “Phase II Changes”) largely based on the MPO’s routes located in Exhibit 2. The MPO will provide preliminary route timings of these new routes to assist the Consultant. However, the Consultant may make alternative suggestions before completing the final route schedule.



### **Scope of Work:**

The MPO has \$40,000 available to complete this project.

The gradual increase in population combined with the five-year trend in stagnant ridership numbers is cause for a revision to the existing fixed route system. The Casper Area Metropolitan Planning Organization (MPO) is seeking the services of a professional consulting firm for the development of innovative Transit Routes and Schedules (hereafter referred to as “Analysis”) for the Casper urbanized area. This Analysis will achieve short and long term goals and will be fully implementable within six months of project completion.

The MPO does not have in house scheduling software.

In coordination with the MPO and CATC, the Consultant *may* approach this project with a “clean slate,” meaning that fiscally constrained new routes may be added or existing routes may be modified to achieve stated objectives (below).

### **Primary Objectives of the Analysis:**

1. Develop detailed route schedules necessary to achieve the operational goals of:
  - a. Decreasing headways on as many routes as possible while creating an understandable transfer cycle for riders.
  - b. Maximizing the percentage of the urbanized area population within one quarter mile of a transit stop.
  - c. A route schedule that will achieve the following by 2020:
    - i. Higher fixed route fare box revenue (target=\$100,000/year)
    - ii. Higher ridership (target=200,000 fixed route riders/year)
2. Determine the feasibility of service expansion/deletion for the following:
  - a. Service added directly to the campus of Casper College.
    - i. Conduct a needs assessment, including a survey of college students and faculty, to determine whether this service is needed and would be successful. Local staff is available to complete data collection.
  - b. Determine whether service can or should be extended to Robertson Road.
  - c. Determine whether service on the Yellow Route should be continued on South Poplar Street.
  - d. Determine whether service on the Yellow Route around Paradise Valley should be continued.
3. Determine the appropriate stop frequency for each route. Some routes have several miles between stops, others are a block apart.
4. Provide post-implementation cost projections for each route with a detailed methodology that can be communicated to transit partners.
5. Evaluate Transfer Plaza operations and provide recommendations for improvement.
6. Determine whether the final changes constitute a “Major Service Change” (defined as the addition or deletion of 25% service hours or miles system wide) and conduct a public

education process and a public hearing if necessary. Local staff is available to assist in the public education process.

All objectives should build upon and be evaluated through the lens of the 2015 Transit Development Plan and the 2014 Long Range Transportation Plan available at [www.casperwy.gov](http://www.casperwy.gov).

### **Project Administration:**

The MPO Manager is the local project manager to oversee and provide valuable input into the study process. Monthly progress reports should be submitted detailing project milestones. The consultant will be required to provide meeting minutes and summaries. The MPO anticipates up to four technical meetings throughout the course of this project with intermediate phone calls if necessary.

### **Data Collection:**

Data collection should be minimal due to the recent completion of the Transit Development Plan. A review of previous planning studies will be performed and these plans will be provided by the MPO. The consultant can rely on local MPO staff to assist with any data collection required.

### **Public Involvement Plan:**

The Consultant will work primarily on developing route schedules with an emphasis on public engagement during the final stages of the project, including appropriate education for riders. MPO staff will be available to assist in this effort.

An Open House will be held to present recommendations to the public. Additional innovative, low cost public engagement strategies are preferred.

The Consultant will give a final presentation to the MPO Policy Committee. The Consultant may also elect to give presentations to the Mills, Evansville, and Casper city councils. In the event that a major service change is triggered, the Consultant will design an education process culminating in a public hearing with any Council impacted by the change. Local staff may be used for public engagement efforts. Should the recommended changes be rejected by any governing Council with authority over the route, the Consultant shall revisit the plan, make modifications, and resubmit to the Council.

### **System Review**

The consultant shall perform a system review of current services. This includes a route productivity analysis and evaluation. Additionally, schedule adherence and inherent issues with each route will be documented. Route profiles will be developed and routes scored based upon criteria developed during the project kickoff stage. Much of this data is available from the 2015 Transit Development Plan or can be provided by the MPO.

**Needs Analysis:**

Building upon previous studies, the consultant will analyze estimated demand, need, and recommendations to align the routes for optimal ridership. Of note is the question to continue to serve South Poplar Street and Paradise Valley or to extend service to Robertson Road and the campus of Casper College.

**Final Report:**

The consultant shall submit interim reports and a Draft Report for adoption. This draft will include an executive summary, a narrative of work performed, the objectives to be met, the methodologies used, detailed analysis of available data, detailed maps of route recommendations provided in ARCMap, schedules for major time points, and further recommendations. After review by the MPO, the consultant will make a formal presentation of the results. A Final Report will be submitted, along with all databases and mapping files, to the MPO.

**Timing:**

The MPO anticipates that once the project is awarded and a contract issued, the project will be complete in six months.

**Project Deliverables:**

Two interim reports will be submitted, along with a final draft for approval and a Final Report. The Final Report shall come in six bound hardcopies as well as an electronic version with all data and GIS files.

**Final Product:**

The final product will ultimately be recommendations on the routes of the fixed route buses, stop schedules for each route, maps for each route, and projected system growth figures incorporating these changes. This will also include projected costs and savings of any recommendations. The recommendations should be fully implementable within six months of the project completion.

**Other:****Conflicts of Interest:**

A qualification statement shall specifically address any possible conflicts of interest and the Consultant's position or response as to whether or not such other work or relationship may be deemed a conflict of interest with this study.

**Special Qualifications:**

The qualification statement shall identify any specific credentials which might make the Consultant uniquely skilled to provide the requested services. These may include similar work experience related to another community of similar size or a project of similar design.

**Subcontractors:**

The Consultant shall be responsible to retain and pay for the services of any subcontractor necessary to complete the work. The Project Team and the Consultant must mutually agree to the use of any subcontractor which the Consultant desires to retain.

**Ownership:**

The Project Team will retain full ownership of any and all data and materials derived from this project. The Project Team will also retain full control of the distribution, use and sale of these data. The Consultant is prohibited from using or redistributing these data without prior approval of the Project Team.

**Response Material Ownership:**

The material submitted in response to the RFP becomes the property of the Project Team and will only be returned to the Consultant at the Project Team's option. Responses may be reviewed by any person after a contract is entered into with the successful Consultant. The Project Team has the right to use any or all ideas presented in reply to this request. Disqualification of a Consultant does not eliminate this right.

**Acceptance of Proposal Content:**

The contents of the proposal of the successful Consultant may become a contractual obligation if the Project Team wishes to execute a contract based on the submitted proposal. Failure of the successful Consultant to accept these obligations in a contract may result in cancellation of the award and such Consultant may be removed from future solicitations.

**Reference Checks:**

The MPO reserves the right to contact any reference or any client listed in the documents for information which may be helpful in evaluating the Consultant's performance on previous assignments. Consultant shall include a list of organizations (local and otherwise) for this purpose. The MPO is not obligated to share content of any discussions with former clients with Consultants. Conversations with the referenced clients are considered confidential.

**Sample Contract:**

The City of Casper has included an example of a previous contract for firms to assess prior to submitting a proposal. The successful firm will be able to execute a similar contract with negotiations only in the Scope of Work. Consultants stipulating that the City must use their

contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

**Personnel Changes:**

The City of Casper reserves the right to re-negotiate or terminate the contract if there is a significant (50%) change in the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

**City of Casper  
Protest Procedures Relevant to Procurements using FTA Funds**

**Part I – Protest to City**

1. Protests regarding pre-award, award, and post-award phases of the procurement process, including, but not limited to, requests for proposals (RFP), receipt of specifications, sealed bid, and contract award and implementation, must be filed, in writing, with the City Manager or his designee.
2. Pre-award protests must be filed at least two (2) days prior to the closing date for receipt of bids. Award and post-award protests must be filed no later than two (2) days after the bid opening. Preliminary protest shall be accepted as long as additional supporting material follows within two days after bid opening.
3. The protestor shall submit a copy of the filed protest to the entity that prepared the document on which the protest is based; i.e., the specifications, RFP, contract, contract implementation, or other.
4. The protest shall:
  - a. Include the name and address of the protestor
  - b. Identify the origination entity, project, and information relating to contract solicitation
  - c. Contain an explicit statement of the grounds for the protest and any possible supporting documentation.



5. The City Manager or his designee shall review the protest and any relevant documentation. The protest, all relevant documentation, and any decisions shall constitute the record.
6. Such review shall be held within five days of the filing of the protest. The City Manager shall inform the protestor of his/her decision in writing within ten days of the decision. Such decision shall provide at least a general response to each material issue raised in the protest.
7. If the City Manager decides the protest is valid, he or she shall prepare a recommendation that all bids may be rejected or the low bid may be rejected and the bid awarded to the next responsible low bidder.
8. The decision of the City Manager may be appealed to the City Council. Appeals to the Council shall be made in writing ten days after the Manager's decision. The decision of the Council shall be considered final. The Council shall notify the appellant, in writing, of its decision within five days of the decision.
9. The City shall not award a contract for five days following the decision on a bid protest except as provided in Section II(7). After five days, the City shall confirm with FTA that FTA has not received a protest on the contract in question.
10. If the Council decides the protest is not valid and no protest has been filed with FTA within five days, the bid award will continue according to normal procedures.

## Part II – Protest to FTA

1. Pursuant to FTA Circular 4220.1f, FTA may entertain a protest that alleges that the grantee failed to adopt or follow an adopted written protest procedure.
2. A protest must be filed with the appropriate FTA Regional Office, with a concurrent copy to the City, not later than five days after the City renders a final decision under the City's protest procedure, or five days after the protestor knew or should have known of the City's failure to render a final decision on the protest.
3. The protest filed with FTA shall:
  - a. Include the name and address of the protestor
  - b. Identify the grantee, project number, and the number of the contract solicitation

- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures, and be fully supported to the extent possible
  - d. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.
- 4. FTA shall notify the grantee in a timely manner of the receipt of a protest. FTA shall instruct the grantee to notify the contractor of the protest if award has been made, or if no award has been made, to notify all interested parties. The grantee shall instruct all who receive such notice that they may communicate further directly with FTA.
- 5. The grantee shall submit the following information no later than ten days after receipt of notification by FTA of the protest:
  - a. A copy of the grantee's protest procedure
  - b. A description of the process followed concerning the protestor's protest
  - c. Any supporting documentation
- 6. The grantee shall provide the protestor with a copy of the above submission. The protestor must submit any comments on the grantee's submission no later than ten days after the protestor's receipt of the grantee's submission.
- 7. When a protest has been timely filed with the City before award, the City will not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of that protest, unless the City determines that:
  - a. The item(s) to be procured are urgently needed
  - b. Delivery or performance will be unduly delayed by failure to make the award
  - c. Failure to make prompt award will otherwise cause undue harm to the grantee or the federal government
  - d. Failure to make prompt delivery will otherwise significantly increase the price of the purchase

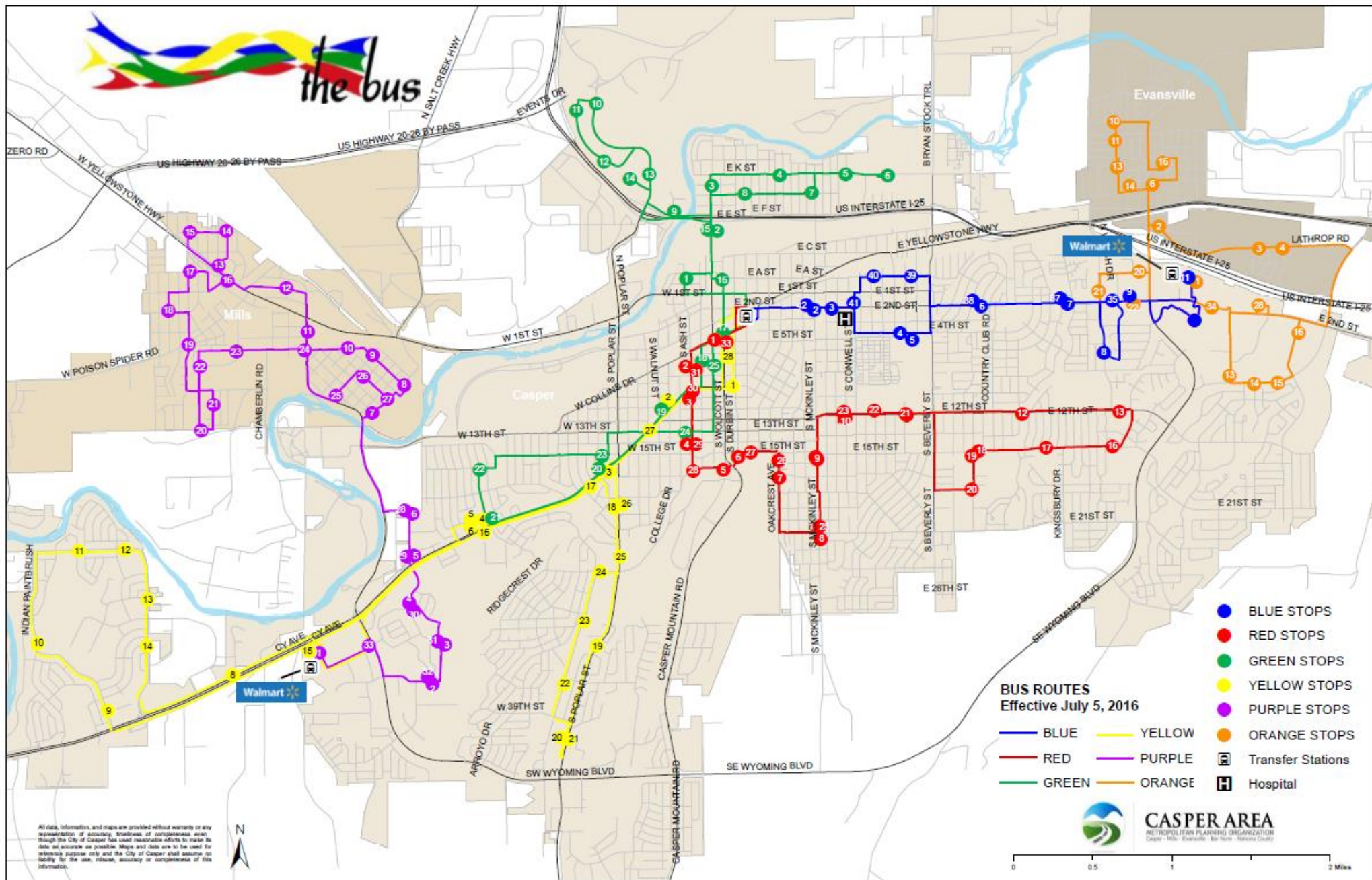
Upon receipt of the submissions, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

**EXHIBIT A:**

**TRANSIT ROUTES EFFECTIVE JULY 5, 2016**  
**("Phase I")**

**(Completed at Casper MPO February 2016)**





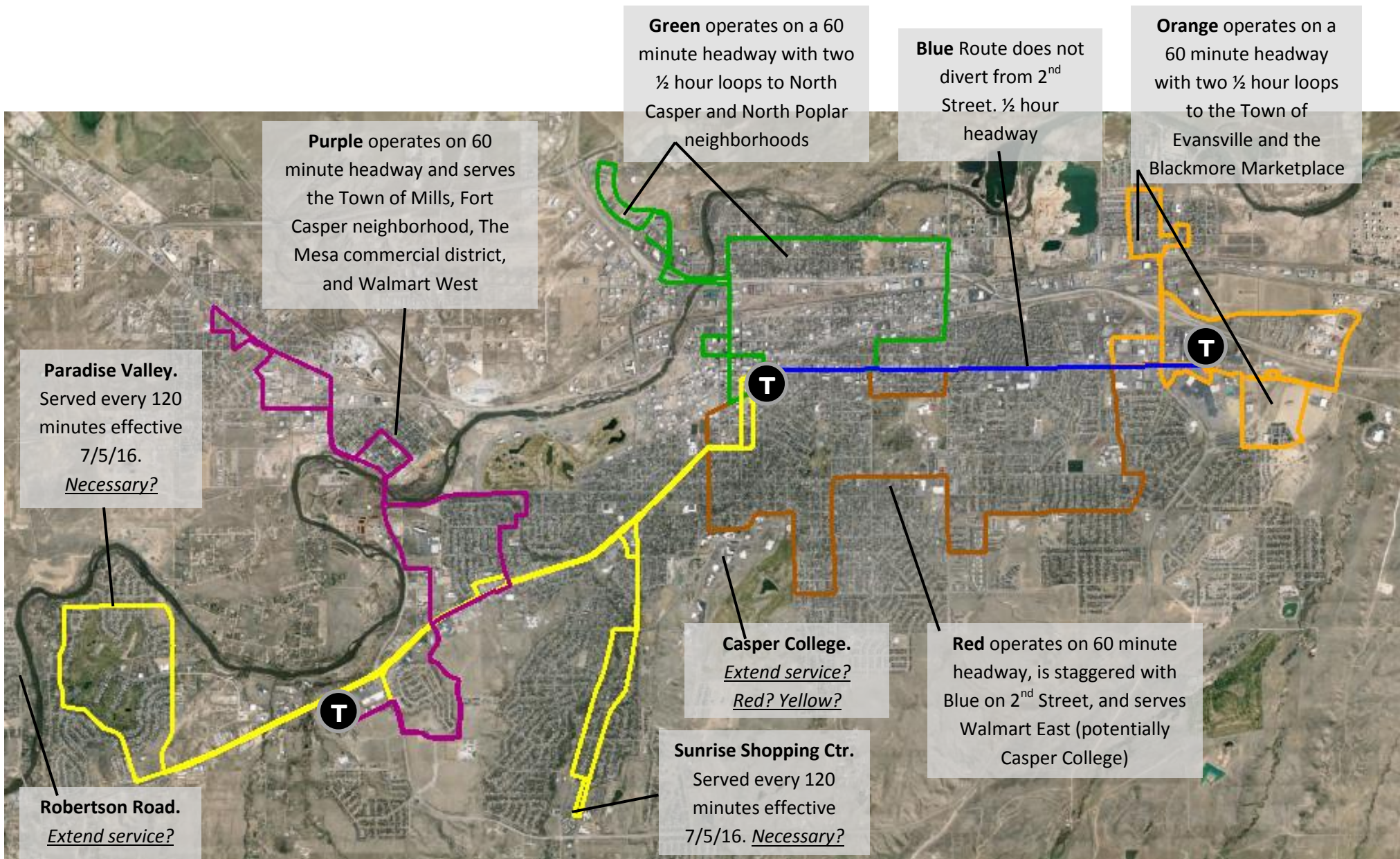
**EXHIBIT B:**

**PROPOSED LONG TERM TRANSIT ROUTES**  
**(“Phase II”)**

**For Consultant review, recommendations,  
and final timing**

**Proposed Effective Date:**  
**July 3, 2017**







## **EXHIBIT C:**

### **\*\*\* SAMPLE CONTRACT \*\*\***

#### CONTRACT FOR PROFESSIONAL SERVICES

##### PART I - AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Casper, Wyoming, 82601, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "Agent," and \_\_\_\_\_, hereinafter referred to as the "Consultant."

##### WITNESSETH:

WHEREAS, Agent has been appointed by the Policy Committee of the Casper Area Metropolitan Planning Organization (MPO) by its participating jurisdiction members to act as its contracting agent in order to carry out its functions and fiscal management; the MPO being referred to herein as the "Owner"; and,

WHEREAS, the voting members of the Policy Committee of the MPO have approved, in writing, the execution and implementation of this Contract by the Agent; and,

WHEREAS, pursuant to this Contract, Agent is undertaking professional services for a Transit Development Plan, hereinafter referred to as the "Study"; and,

WHEREAS, Agent desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Study; and,

WHEREAS, Consultant represents that it is prepared to provide such services in accordance with the conditions hereinafter provided and all of the duties and obligations imposed by this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein the parties agree as follows:

##### I. SCOPE OF SERVICES.

A. The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Agent thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this study as required by the Agent to be presented with each request for payment.

B. Subject to the sub-consultant limitations of Part II, paragraph 10 of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Agent, the services as set forth in Exhibit "A" (Scope of Services). Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Agent and the Consultant upon receiving the approval of the MPO Policy Committee.

## II. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Study following receipt of a written notice to proceed from the Agent.

B. The Study shall be completed on or before December 18, 2015.

C. In the event that additional work or force majeure events prevent completion of the services to be performed under this Agreement in the times specified, the Agent, with the written approval of the Owner, may grant a time extension for any or all parts of the work, provided that written application is made by the Consultant to the Agent within ten (10) days after any such additional work or force majeure events are identified.

## III. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this contract, not to exceed a fee of \_\_\_\_\_. Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Study, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits.

It is understood that Agent will retain 10%, or \_\_\_\_\_ Dollars (\$\_\_\_\_\_), of the contract total until the MPO Policy Committee provides final acceptance of the Study, at which point the retained funds may be released for payment.

IV. METHOD OF PAYMENT:

Payment will be paid following receipt of an itemized invoice of services rendered in conformance with this Agreement, from the Consultant. Consultant shall submit with the invoice a voucher for payment from the Consultant specifying that he has performed the services rendered under this Agreement, in conformance with the Agreement, and that he is entitled to receive the amount requested under the terms of the Agreement. Payments will be made following approval by the City Council.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of Agent

Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Contract represents the entire and integrated Contract between the Agent and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by the Agent and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Agent and the Consultant have executed this Contract as of the date first above written.

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation, as Agent:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

WITNESS:

Consultant:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Agent with the written consent of the Owner may terminate this Contract anytime by providing thirty (30) days written notice to the Consultant of intent to terminate said contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Agent or Owner for damages sustained by the Agent or Owner, by virtue of termination of the contract by Consultant or any breach of the Contract by the Consultant, and the Agent may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Agent or Owner from the Consultant are determined.

2. CHANGES:

The Agent with the Owner's written approval may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the Agent and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation, as set forth above, unless approved by Resolution adopted by Agent with Owner's approval.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant from the Agent under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Agent.

4. AUDIT:

The Agent or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the

specific contracted Study for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNERSHIP OF STUDY MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Agent provided that, in any case, the Consultant may, at no additional expense to the Agent, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Agent. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Agent and Owner, nor shall Consultant be liable for their use by Agent or Owner without Consultant's consent in projects other than the Project.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Agent and Owner.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Casper. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this study, unless said Subconsultant is approved in writing by the Agent. Said Subconsultant shall be paid by the Consultant.

11. TECHNICAL:

The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.

12. INSURANCE AND INDEMNIFICATION:

A. Prior to the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with



limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury and property damage.
  3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
  4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the Agent and Owner shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agent and Owner.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The Agent and Owner, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the Agent and Owner, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agent or Owner, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the Agent. Such notice to the Agent shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to Agent and Owner a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agent or Owner by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agent has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the Agent. Unless otherwise approved by the Agent in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the Agent, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the Agent may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the Agent.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least ten (10) years after completion of the contract of work*. However, consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *ten (10)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the Agent with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agent before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The Agent reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Agent and Owner is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

Agent reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Consultant agrees to indemnify the Agent, the Owner employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney’s fees incurred related thereto, to the extent arising from negligence of the Consultant and any subcontractor thereof.

13. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Agent and Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Contract price is adequate compensation for all the services to be rendered under the terms of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

The Agent and Owner do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Agent and Owner specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD-PARTY BENEFICIARY RIGHTS:

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

16. ASSUMPTION OF RISK:

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. Agent shall notify the Consultant of any state or federal determination of noncompliance.

17. ENVIRONMENTAL POLICY ACTS:

The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

18. HUMAN TRAFFICKING:

As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

A. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

B. Procures a commercial sex act during the period of time that the award is in effect; or

C. Uses forced labor in the performance of the award or subawards under the award.

19. KICKBACKS:

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the Agent may, at its discretion, terminate this Agreement without liability to the Agent, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

20. LIMITATIONS ON LOBBYING ACTIVITIES:

By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its Subconsultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

21. MONITORING ACTIVITIES:

Agent shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its Subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

22. NON-DISCRIMINATION:

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

23. PROFESSIONAL REGISTRATION:

The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

24. PUBLICITY:

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Agent, the Wyoming Department of Transportation (WYDOT) and the Federal Highway Administration (FHWA) as the sponsoring agency and shall not be released without prior written approval of the Agent and WYDOT.

25. SUSPENSION AND DEBARMENT:

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and C.F.R. 44 Part 17, or are on the debarred vendors list at [www.epls.gov](http://www.epls.gov). Further, the Consultant agrees to notify the Agent by certified mail should it or any of its Agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

26. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

No Obligation by the Federal Government.

a. The Agent and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subconsultant who will be subject to its provisions.

27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant who will be subject to the provisions.

28. FEDERAL CHANGES: 49 C.F.R. Part 18

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant’s failure to so comply shall constitute a material breach of this contract.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:  
FTA Circular 4220.1F

Applicability: *The incorporation of FTA terms applies to all contracts.*

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Agent requests which would cause the Agent or Owner to be in violation of the FTA terms and conditions.

30. LOBBYING: 31 U.S.C. 1352, 49 C.F.R. Part 19, and 49 C.F.R. Part 20  
Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.
31. ADA ACCESSIBILITY: 42 U.S.C. § 1201 *et seq.*  
*Applicability: The Federal Privacy Act requirements flow down to each third-party Consultant and their contracts at every tier.*  
The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:
1. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.



2. The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

EXHIBIT “A”  
SCOPE OF SERVICES

EXHIBIT "B"

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MPO POLICY COMMITTEE APPROVAL

WHEREAS, on February 26, 2015, the Casper Area Metropolitan Planning Organization Policy Committee approved the hiring of \_\_\_\_\_ to complete the Transit Development Plan; and

WHEREAS, \_\_\_\_\_ is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into a contract with \_\_\_\_\_ to complete the Transit Development Plan in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed \_\_\_\_\_.

PASSED AND APPROVED THIS 26TH day of February, 2015.

ATTEST:

CASPER AREA METROPOLITAN  
PLANNING ORRGANIZATION  
POLICY COMMITTEE

\_\_\_\_\_  
Liz Becher  
Community Development Director

\_\_\_\_\_  
Phil Hinds  
Chairman

EXHIBIT "C"

NOTICE TO CONSULTANT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984  
FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, \_\_\_\_\_ for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or his representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

\_\_\_\_\_  
Charlie Powell  
Mayor



EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF \_\_\_\_\_ )ss

COUNTY OF \_\_\_\_\_ )ss

I, \_\_\_\_\_ being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed in my presence and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

\_\_\_\_\_  
My Commission Expires